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**THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION**

Case No. 5:24-cv-00663

ALEJANDRO H. VALERA,

Plaintiff,

v.

KIMBALL, TIREY, & ST. JOHN,
LLP, and EXPERIAN
INFORMATION SOLUTIONS, INC.,

Defendants.

COMPLAINT FOR DAMAGES

- 1. DEFENDANTS'
VIOLATIONS OF THE
FAIR CREDIT REPORTING
ACT, 15 U.S.C. § 1681 *et seq.***
- 2. KIMBALL TIREY & ST.
JOHN, LLP'S VIOLATION
OF THE FAIR DEBT
COLLECTION PRACTICES
ACT, 15 U.S.C. § 1692 *et seq.***
- 3. KIMBALL TIREY & ST.
JOHN, LLP'S VIOLATION
OF THE ROSENTHAL FAIR
DEBT COLLECTION
PRACTICES ACT, CAL.
CIV. CODE §1788 *et seq.***

COMPLAINT

NOW COMES ALEJANDRO H. VALERA ("Plaintiff"), by and through the undersigned counsel, complaining as to the conduct of KIMBALL TIREY & ST.

1 JOHN, LLP, (“KTS”) and EXPERIAN INFORMATION SOLUTIONS, INC.
2 (“Experian” or collectively “Defendants”) as follows:
3

4 **NATURE OF THE ACTION**

5 1. Plaintiff brings this action seeking redress for Defendants’ violations of
6 the Fair Credit Reporting Act (“FCRA”) pursuant to 15 U.S.C. §1681 *et seq.*, as well
7 as KTS’s violations of the Fair Debt Collection Practices Act (“FDCPA”) pursuant
8 to 15 U.S.C. §1692 *et seq.*, and the Rosenthal Fair Debt Collection Practices Act
9 (“RFDCPA”), pursuant to Cal. Civ. Code §1788 *et seq.*
10
11

12 **JURISDICTION AND VENUE**

13 2. Subject matter jurisdiction is conferred upon this Court by the FCRA,
14 FDCPA, and 28 U.S.C. §§1331 and 1337, as the action arises under the laws of the
15 United States.
16

17 3. This Court has supplemental jurisdiction over Plaintiff’s state law
18 claims pursuant to 28 U.S.C. §1367(a).
19

20 4. Venue is proper in this Court pursuant to 28 U.S.C. §§1391(b)(1)-(2) as
21 Plaintiff resides in the principal place of business is in the Central District of
22 California and a substantial portion of the events or omissions giving rise to
23 Plaintiff’s claims against Defendants occurred in the Central District of California.
24

25 **PARTIES**

26 5. Plaintiff is a consumer over 18-years-of-age who resides in Murrieta,
27 California.
28

1 6. KTS is a law firm and debt collection agency engaged in the business of
2 collecting or attempting to collect, directly or indirectly, consumer debts owed to
3 third parties using the mail and telephone from consumers located across the country,
4 including in the state of California. KTS is a limited liability partnership that
5 maintains its principal place of business located at 7676 Hazard Center Dr., Suite
6 900, San Diego, California 92108.

7
8
9 7. Experian is a consumer reporting agency that maintains credit
10 information on millions of U.S. consumers and businesses. Experian is regularly
11 engaged in the business of assembling, evaluating, and disbursing information
12 concerning consumers for the purpose of furnishing consumer reports and credit files
13 to third parties bearing on a consumer's credit worthiness, credit standing, and credit
14 capacity on a nationwide basis, including in the State of California.

15
16
17 8. Defendants acted through their agents, employees, officers, members,
18 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
19 representatives and insurers at all times relevant to the instant action.

20
21 **FACTS SUPPORTING CAUSES OF ACTION**

22 9. On March 21, 2022, Plaintiff and his spouse moved out of their Solana
23 Ridge apartment in Temecula, California with a final balance of \$288.04.

24 10. Specifically, Plaintiff owed a remaining balance of \$438.04 on his
25 Solana Ridge apartment, however, upon final review, the apartment manager revised
26 Plaintiff's final balance to \$288.04.
27
28

1 11. On April 22, 2022, Plaintiff paid the final balance of \$288.04 via money
2 order.

3
4 12. On December 14, 2023 Plaintiff received a dunning letter from KTS
5 attempting to collect a debt of \$438.04 purportedly owed by Plaintiff to Solana Ridge
6 apartments (“subject debt”).

7
8 13. Plaintiff subsequently discovered that KTS has been reporting subject
9 debt on Plaintiff’s Experian credit report.

10 14. On January 23, 2024, Plaintiff sent a detailed credit dispute to Experian
11 explaining that he paid the subject debt in full on April 22, 2022, further informing
12 Experian that he did not owe the subject debt.

13
14 15. Upon information and belief, KTS received notice of Plaintiff’s dispute
15 to Experian.

16
17 16. Unfortunately, Defendants failed to remove the subject debt from
18 Plaintiff’s Experian credit report, as it continues to negatively impact his credit
19 worthiness until today.

20
21 17. After Plaintiff disputed the subject debt, Defendants failed to reasonably
22 investigate the subject debt. Although Plaintiff satisfied the subject debt in April
23 2022, Defendants verified the erroneous subject debt and continued to report it to
24 Plaintiff’s Experian credit file.
25
26
27
28

1 18. Specifically, Defendants inaccurately verified and re-verified that
2 Plaintiff had a Balance of \$438, a Past Due Amount of \$438, and a Pay Status of in
3 collections.
4

5 19. Although the trade line should have been removed, Defendants have
6 been reporting derogatory and inaccurate information relating to Plaintiff and
7 Plaintiff's credit history to one or more third parties until today. The inaccurate
8 information consists of the subject debt reflecting an amount that Plaintiff does not
9 owe.
10

11 20. Despite KTS receiving notice of Plaintiff's disputes with Experian, KTS
12 failed to conduct a reasonable investigation to correct the erroneous subject debt.
13

14 21. The reporting of the subject debt is patently inaccurate and materially
15 misleading because Plaintiff satisfied the trade line pertaining to the subject debt in
16 April 2022, and therefore the subject debt is not owed by Plaintiff.
17

18 22. Despite having actual knowledge that Plaintiff had satisfied the subject
19 debt and that the debt was not owed by Plaintiff, Defendants failed to remove the
20 subject debt from Plaintiff's credit files.
21

22 23. Any reasonable investigation by Defendants would have revealed the
23 materially inaccurate nature of the information on Plaintiff's consumer credit report.
24

25 24. The inaccurate reporting of the subject account is misleading as it
26 demonstrates that Plaintiff is not a trustworthy consumer.
27
28

1 25. As a result of actions, and inactions of the Defendants, Plaintiff has
2 suffered various types of damages as set forth herein, including specifically, the loss
3 of credit opportunity, time, and money expended meeting with his attorneys,
4 monitoring his credit file, and mental and emotional pain and suffering.

5
6 26. Due to the conduct of Defendants, Plaintiff was forced to retain counsel
7 to correct the inaccuracies in his credit file.
8

9 **COUNT I – VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**
10 **(Against Experian)**

11 27. Plaintiff restates and realleges paragraphs 1 through 26 as though fully
12 set forth herein.
13

14 28. Experian is a “consumer reporting agency” as defined by 15 U.S.C.
15 §1681a(f).
16

17 29. Experian is a “consumer reporting agency that compiles and maintains
18 files on consumers on a nationwide basis” as defined by 15 U.S.C. §1681a(p).
19

20 30. At all times relevant, the above-mentioned credit reports were
21 “consumer reports” as that term is defined by §1681a(d).
22

23 31. At all times relevant, Plaintiff is a “consumer” as the term is defined by
24 15 U.S.C. §1681a(c).
25

26 32. The FCRA mandates that “[w]hen a consumer reporting agency
27 prepares a consumer report it shall follow reasonable procedures to assure maximum
28

1 possible accuracy of the information concerning the individual about whom the
2 report relates.” 15 U.S.C. § 1681e(b).

3
4 33. The FCRA requires that the credit reporting industry to implement
5 procedures and systems to promote accurate credit reporting.

6
7 34. If a consumer notifies a credit reporting agency of a dispute concerning
8 the accuracy of any item of credit information, the FCRA requires the credit reporting
9 agency to reinvestigate free of charge and record the current status of the disputed
10 information or delete the item within 30 days of receiving the dispute. 15 U.S.C.
11 §1681i(a)(1)(A).

12
13 35. Plaintiff provided Experian with all relevant information in his request
14 for investigation to reflect that he had no obligation on the alleged subject debt and
15 that the subject debt should be deleted.

16
17 36. Experian prepared Plaintiff’s credit reports containing inaccurate and
18 materially misleading information by reporting the subject debt, when Plaintiff no
19 longer owed the subject debt.

20
21 37. Experian violated 15 U.S.C. §1681e(b) by failing to establish or to
22 follow reasonable procedures to assure maximum possible accuracy in preparation
23 of the consumer reports it furnished and refurnished regarding Plaintiff. Upon
24 information and belief, Experian prepared patently false and materially misleading
25 consumer reports concerning Plaintiff.
26
27
28

1 38. Experian violated 15 U.S.C. §1681i(a)(1) by failing to conduct a
2 reasonable investigation to determine whether the disputed information was accurate
3 and to subsequently delete the information in Plaintiff's credit files.

4
5 39. Experian violated 15 U.S.C. §1681i(a)(2) by failing to provide
6 notification of Plaintiff's dispute to KTS. Upon information and belief, Experian also
7 failed to include all relevant information as part of the notice to KTS regarding
8 Plaintiff's disputes that Experian received from Plaintiff.

9
10 40. Experian violated 15 U.S.C. §1681i(a)(4) by failing to review and
11 consider all relevant information that it received from Plaintiff with regard to the
12 subject debt.

13
14 41. Experian violated 15 U.S.C. §1681i(a)(5) by failing to delete inaccurate
15 information that was the subject of Plaintiff's disputes.

16
17 42. Experian violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed
18 information without certification from KTS that the information was complete and
19 accurate, and without sending notice of the re-reporting to Plaintiff.

20
21 43. Experian knew that the inaccurate reporting of the subject debt would
22 have a significant adverse impact on Plaintiff's credit worthiness and his ability to
23 receive financing and/or credit opportunities.

24
25 44. The FCRA requires that the credit reporting industry implement
26 procedures and systems to promote accurate credit reporting.
27
28

1 45. Despite actual knowledge that Plaintiff's credit files contained
2 erroneous information, Experian readily sold and disseminated Plaintiff's inaccurate
3 and misleading reports to one or more third parties, thereby misrepresenting material
4 facts about Plaintiff and, ultimately, Plaintiff's creditworthiness.
5

6 46. By deviating from the standards established by the credit reporting
7 industry and the FCRA, Experian acted with a reckless disregard for its duties to
8 report accurate and complete consumer credit information.
9

10 47. It is Experian's regular business practice to continually report disputed
11 information without taking the required investigatory steps to meaningfully verify
12 such information as accurate.
13

14 48. Experian's perpetual non-compliance with the requirements of the
15 FCRA is indicative of the reckless, willful, and wanton nature of its conduct in
16 maintaining Plaintiff's credit files and reporting his credit information inaccurately.
17

18 49. Experian acted reprehensively and carelessly by reporting the subject
19 debt after Plaintiff put Experian on notice that the subject debt was to be deleted.
20

21 50. Experian has exhibited a pattern of refusing to correct errors in
22 consumer credit files despite being on notice of patently false and materially
23 misleading information contained in such files, ultimately valuing its own bottom
24 line above its grave responsibility to report accurate data on consumers.
25

26 51. As stated above, Plaintiff was severely harmed by Experian's conduct.
27
28

1 **WHEREFORE**, Plaintiff, ALEJANDRO H. VALERA, respectfully requests this
 2 Honorable Court for the following relief:

- 3
- 4 a. A finding that Experian’s conduct as set forth herein violated the FCRA;
- 5 b. An Order enjoining Experian from reporting the fraudulent account;
- 6 c. An award of compensatory damages to Plaintiff to be determined by the jury;
- 7 d. An award of statutory damages of \$1,000.00 for each violation of the FCRA;
- 8 e. An award of punitive damages to be determined by the jury; and
- 9 f. An award of reasonable attorney’s fees and costs pursuant to 15 U.S.C. §1681n
 10 and 15 U.S.C. §1681o; and,
- 11 g. Awarding any other relief as this Honorable Court deems just and appropriate.
- 12
- 13
- 14

15 **COUNT II - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**
 16 **(Against KTS)**

17 52. Plaintiff restates and reallages paragraphs 1 through 51 as though fully
 18 set forth herein.

19

20 53. Plaintiff is a “consumer” as defined by 15 U.S.C. §§1681a(b) and (c).

21 54. KTS is a “person” as defined by 15 U.S.C. §1681a(b).

22 55. KTS is a “furnisher of information” as defined by 15 U.S.C. §1681s-2
 23 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

24 56. At all times relevant, the above-mentioned credit reports were
 25 “consumer reports” as the term is defined by §1681a(d)(1).
 26
 27
 28

1 57. KTS violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an
2 investigation with respect to the disputed information after receiving requests for an
3 investigation from TransUnion, Equifax, Experian and Plaintiff.
4

5 58. KTS violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all
6 relevant information, provided by Trans Union, Equifax, Experian and Plaintiff
7 pursuant to 15 U.S.C. §1681i(a)(2).
8

9 59. Had KTS reviewed the information provided by TransUnion, Equifax,
10 Experian and Plaintiff, it would have corrected the inaccurate designation of the
11 subject debt, transmitting the correct information to TransUnion, Equifax and
12 Experian. Instead, KTS wrongfully and erroneously confirmed its inaccurate
13 reporting without conducting a reasonable investigation.
14
15

16 60. KTS violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the
17 results of the investigation or reinvestigation of Plaintiff's disputes with TransUnion,
18 Equifax and Experian.
19

20 61. KTS violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the
21 results of its investigation or reinvestigation to TransUnion, Equifax and Experian
22 after being put on notice and discovering inaccurate and misleading reporting with
23 respect to the subject debt.
24

25 62. KTS violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to modify, delete,
26 or permanently block the inaccurate information in Plaintiff's credit files.
27
28

1 63. KTS failed to conduct a reasonable investigation of its reporting of the
2 subject debt, record that the information was disputed, or delete the inaccurate
3 information from Plaintiff's credit files within 30 days of receiving notice of the
4 disputes from TransUnion, Equifax, and Experian under 15 U.S.C. §1681i(a)(1).
5

6 64. Despite the blatantly obvious errors in Plaintiff's credit files, and
7 Plaintiff's efforts to correct the errors, KTS did not correct the errors or trade line to
8 report accurately. Instead, KTS wrongfully furnished and reported the inaccurate and
9 misleading information after Plaintiff's disputes to one or more third parties.
10

11 65. A reasonable investigation by KTS would have confirmed the veracity
12 of Plaintiff's disputes, yet the inaccurate information continues to be reported in
13 Plaintiff's credit files.
14

15 66. Had KTS taken steps to investigate Plaintiff's valid disputes or
16 TransUnion, Equifax and Experian's requests for investigation, it would have
17 permanently corrected the erroneous and misleading credit reporting.
18

19 67. By deviating from the standards established by the debt collection
20 industry and the FCRA, KTS acted with reckless and willful disregard for its duty as
21 a furnisher to report accurate and complete consumer credit information to
22 TransUnion, Equifax and Experian.
23

24 **WHEREFORE**, Plaintiff, ALEJANDRO H. VALERA, respectfully requests this
25 Honorable Court for the following relief:
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- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing that KTS immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT III – VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
(AGAINST KTS)

68. Plaintiff restates and realleges paragraphs 1 through 67 as though fully set forth herein.

69. The Plaintiff is a "consumer" as defined by FDCPA §1692a(3).

70. The subject debt qualifies as a "debt" as defined by FDCPA §1692a(5) as it arises out of a transaction due or asserted to be owed or due to another for personal, family, or household purposes.

1 71. KTS qualifies as a “debt collector” as defined by §1692a(6) because it
2 regularly collects debts and uses the mail and/or the telephones to collect delinquent
3 consumer accounts.
4

5 72. KTS qualifies as a “debt collector” because it acquired rights to the
6 subject debt after it was in default or in the alternative, treated the subject debt as if
7 it was in default. 15 U.S.C. §1692a(6).
8

9 73. KTS’s communications to Plaintiff were made in connection with a
10 collection of the subject debt.
11

12 74. KTS violated 15 U.S.C. §§1692e(2), e(8), e(10), and f, through its debt
13 collection efforts on the subject debt.
14

15 **a. Violations of FDCPA § 1692e**

16 75. KTS violated §1692e(2) when it misrepresented the character, amount,
17 or legal status of the subject debt. The subject debt was not owed at the time KTS
18 demanded payment of the subject debt because it was paid in full. Specifically,
19 Plaintiff did not have any legal or personal obligation to pay KTS as Plaintiff paid
20 his obligation to Solana Ridge Apartments on April 22, 2022.
21

22 76. KTS violated §1692e(8) by threatening and communicating patently
23 false credit information to Trans Union, Equifax and Experian that it knew, or should
24 have known, to be false by inaccurately reporting the subject debt as in collections
25 and a high balance. This information was inaccurate and misleading because the
26 subject debt was never owed and therefore Plaintiff had no obligations to KTS.
27
28

1 77. KTS had actual knowledge that the alleged subject debt was false
2 because it received notices of Plaintiff's disputes from Plaintiff, Trans Union,
3 Equifax and Experian.
4

5 78. Moreover, KTS violated §1692e(8) by failing to notate the subject debt
6 as disputed.
7

8 79. KTS violated §1692e(10) when it used false representations and/or
9 deceptive means to collect and/or attempt to collect the subject debt. The subject debt
10 was not owed at any time KTS demanded payment from Plaintiff.
11

12 **b. Violations of FDCPA § 1692f**

13 80. KTS violated §1692f when it used unfair and unconscionable means to
14 collect the subject debt. The subject debt was not owed at any time KTS demanded
15 payment and continued to report Plaintiff in collections with a high balance. Plaintiff
16 did not have any legal obligation to pay KTS. Instead, KTS tried to dragoon Plaintiff
17 into making a payment by attempting to mislead him into believing that he is
18 delinquent on the subject debt and is still obligated to make payment on the subject
19 debt.
20
21

22 81. KTS attempted to coerce and induce the Plaintiff into paying a debt that
23 was not legally owed.
24

25 82. As an experienced debt collector, KTS knew or should have known the
26 ramifications of collecting on a debt that was paid in full.
27
28

83. Upon information and belief, KTS has no system in place to identify and cease collection of debts that were paid in full.

84. As stated above, Plaintiff was severely harmed by KTS's conduct.

WHEREFORE, Plaintiff, ALEJANDRO H. VALERA, respectfully requests this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. Award Plaintiff statutory and actual damages, in an amount to be determined at trial, for the underlying FDCPA violations;
- c. Award Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1692k;
- d. Enjoin KTS from further violations of law; and
- e. Award any other relief as this Honorable Court deems just and appropriate.

**COUNT IV – VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION
PRACTICES ACT
(AGAINST KTS)**

85. Plaintiff restates and realleges paragraphs 1 through 84 as though fully set forth herein.

86. Plaintiff is a "person" as defined by Cal. Civ. Code § 1788.2(g).

87. The alleged subject debt is a "debt" and "consumer debt" as defined by Cal. Civ. Code § 1788.2(d) and (f).

88. KTS is a "debt collector" as defined by Cal. Civ. Code § 1788.2(c).

a. Violations of RFDCPA § 1788.17

1 89. The RFDCPA, pursuant to Cal. Civ. Code § 1788.17 states that
2 “Notwithstanding any other provision of this title, every debt collector collecting or
3 attempting to collect a consumer debt shall comply with the provisions of Section
4 1692b to 1692j, inclusive of, and shall be subject to the remedies in Section 1692k
5 of, Title 15 of the United States Code.”
6

7
8 90. As outlined above, through its conduct in attempting to collection upon
9 the subject debt, KTS violated 1788.17; and 15 U.S.C. §1692c(a)(1) of the FDCPA.
10 Therefore, KTS engaged in deceptive and noncompliant conduct in its attempts to
11 collect a debt, in violation of the RFDCPA.
12

13 91. KTS willfully and knowingly violated the RFDCPA through its
14 unlawful collection efforts. KTS’s willful and knowing violations of the RFDCPA
15 should trigger this Court’s ability to award Plaintiff statutory damages of up to
16 \$1,000.00, as provided under Cal. Civ. Code § 1788.30(b).
17

18 **WHEREFORE**, Plaintiff, ALEJANDRO H. VALERA, respectfully
19 requests this Honorable Court for the following relief:
20

- 21 a. Declare that the practices complained of herein are unlawful and violate the
22 aforementioned statute;
- 23 b. Award Plaintiff actual damages, pursuant to Cal. Civ. Code § 1788.30(a);
- 24 c. Award Plaintiff statutory damages up to \$1,000.00, pursuant to Cal. Civ. Code
25 § 1788.30(b);
- 26 d. Award Plaintiff costs and reasonable attorney fees as provided pursuant to Cal.
27 Civ. Code § 1788.30(c); and
- 28 e. Award any other relief as this Honorable Court deems just and proper.

1 Dated: March 28, 2024

Respectfully submitted,

3 **ALEJANDRO H. VALERA**

4 By: /s/ Alexander J. Taylor

5 Alexander J. Taylor, Esq.

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